

Schedule E

PCI Rapid Comply Service

This Schedule for the PCI Rapid Comply Service, as described in the Provider's proposal and which may be subscribed to on an optional basis, is by and between PROVIDER and CUSTOMER. Bank is not a party to this Schedule E and is not liable to CUSTOMER in any way with respect to such Schedule E. For purposes of this Schedule E the words "we", "our" and "us" refers to PROVIDER and its successors, assigns and licensors and the words "you" and "your" refer to CUSTOMER and its permitted successors and assigns. The terms of the Master Services Agreement ("Agreement") are incorporated herein and the parties hereto agree to be bound by such terms. Any capitalized terms used in this Schedule E and not specifically defined herein are given the meaning ascribed to them in the Agreement.

This Schedule E is an exhibit to "Exhibit A - Record of Negotiations – Negotiated Changes to Proposal," Solicitation No. 5400007106. As such, it is part of the proposal titled "Merchant Bank Card Services," submitted in response to Solicitation No. 5400007106 by SunTrust Merchant Services, LLC, to the Materials Management Office, Procurement Services Division, South Carolina Budget and Control Board, and dated March 17, 2014. "Contract" means any contract the State of South Carolina awards pursuant to Solicitation No. 5400007106. "Participation Agreement" means the agreement executed by a public procurement unit permitted by law to participate in the Contract.

1. License Grant. Subject to the terms of this Schedule E, we hereby grant to you a non-exclusive, non-transferable, non-assignable revocable sub-license to (i) access and use the PCI Rapid Comply Service solely for the benefit of you and only on a single computer or computer network owned or licensed by you, (ii) access and use the PCI Rapid Comply Service solely for its intended use and (iii) use all applicable end user documentation. Upon expiration or termination of the Agreement or this Schedule for any reason, your license shall automatically be revoked. Furthermore, your right to use or access the PCI Rapid Comply Service shall cease.

2. Access. You acknowledge and agree that, although you will generally have access to the PCI Rapid Comply Service twenty-four hours per day, seven days per week (except in the event of a force majeure event), access to customer accounts and certain other services may not be available on a continuous basis and the PCI Rapid Comply Service will be subject to periodic downtime to permit, among other things, hardware and/or software maintenance to take place.

3. Data Disposal. From time to time, your account data or information, which is over 180 days old, may be deleted, purged or otherwise disposed. In addition, only a limited amount of your account data or information may be available online. Therefore, you are advised to print and download your account data and information, for record keeping purposes, on a periodic basis. You specifically agree that we are authorized to delete or dispose of your data or information and shall not be responsible for the deletion or disposal of your data or information from the PCI Rapid Comply Service. You assume full responsibility to backup and/or otherwise protect your data against loss, damage or destruction prior to and during all phases of the PCI Rapid Comply Service, and to take appropriate measures to respond to any potential adverse impact of the systems or disruption of service.

4. Copyrighted Material. The PCI Rapid Comply Service (including the website), contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, and graphics. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, whether copyrighted, trademarked or proprietary, or otherwise. You may download copyrighted material solely for your own internal use as contemplated under this Schedule. Except as expressly provided by copyright law, any copying, redistribution, or publication must be with the express permission of the owner. In any copying, the redistribution or publication of copyrighted material and any changes to or deletion of author attribution or copyright notice is expressly prohibited.